

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

OAKLEY, INC.,

Plaintiff,

v.

CKFON OUTDOOR CO.,LT D STORE, et al.,

Defendants.

Case No. 21-cv-03836

Judge Sharon Johnson Coleman

Magistrate Judge Maria Valdez

FINAL JUDGMENT ORDER

This action having been commenced by Plaintiff Oakley, Inc. (“Plaintiff” or “Oakley”) against the fully interactive, e-commerce stores¹ operating under the seller aliases identified on Schedule A attached hereto (collectively, the “Seller Aliases”), and Plaintiff having moved for entry of Default and Default Judgment against the Seller Aliases (collectively, the “Defaulting Defendants”);

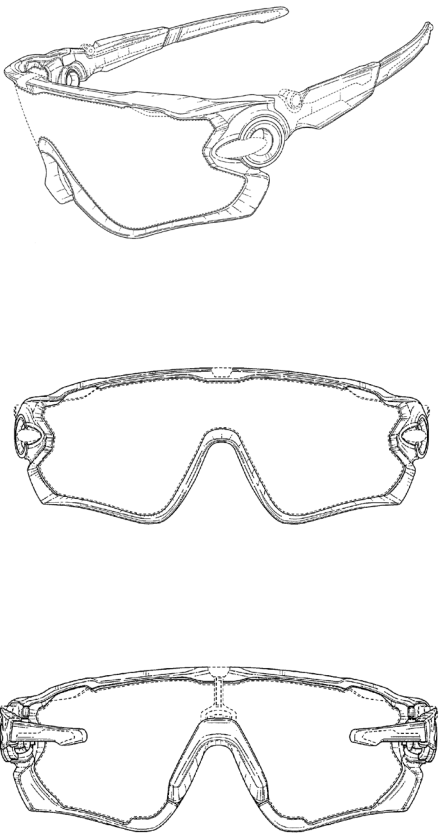
This Court having entered upon a showing by Plaintiff a temporary restraining order and preliminary injunction against Defaulting Defendants which included an asset restraining order;

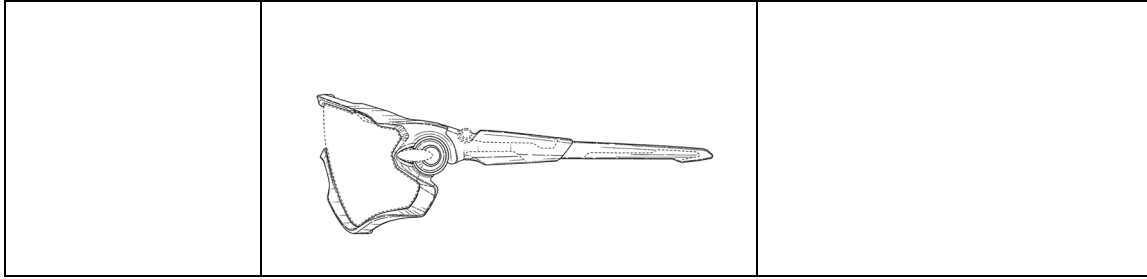
Plaintiff having properly completed service of process on Defaulting Defendants, the combination of providing notice via electronic publication and e-mail, along with any notice that Defaulting Defendants received from payment processors, being notice reasonably calculated under all circumstances to apprise Defaulting Defendants of the pendency of the action and affording them the opportunity to answer and present their objections; and

¹ The e-commerce store urls are listed on Schedule A hereto under the Online Marketplaces.

Defaulting Defendants having failed to answer the Complaint or otherwise plead, and the time for answering the Complaint having expired;

THIS COURT HEREBY FINDS that it has personal jurisdiction over Defaulting Defendants since Defaulting Defendants directly target their business activities toward consumers in the United States, including Illinois. Specifically, Defaulting Defendants have targeted sales to Illinois residents by setting up and operating e-commerce stores that target United States consumers using one or more Seller Aliases, offer shipping to the United States, including Illinois, accept payment in U.S. dollars, and have sold products infringing directly and/or indirectly the following patented Oakley Design.

Patent Number	Claim	Issue Date
D719,209		December 9, 2014



THIS COURT FURTHER FINDS that Defaulting Defendants are liable for patent infringement (35 U.S.C. § 271).

IT IS HEREBY ORDERED that Plaintiff's Motion for Entry of Default and Default Judgment is GRANTED in its entirety, that Defaulting Defendants are deemed in default and that this Final Judgment is entered against Defaulting Defendants.

IT IS FURTHER ORDERED that:

1. Defaulting Defendants, their affiliates, officers, agents, servants, employees, attorneys, confederates, and all persons acting for, with, by, through, under or in active concert with them be permanently enjoined and restrained from:
 - a. offering for sale, selling, and importing any product not authorized by Oakley and that includes any reproduction, copy or colorable imitation of the design claimed in the Oakley Design;
 - b. aiding, abetting, contributing to, or otherwise assisting anyone in infringing upon the Oakley Design; and
 - c. effecting assignments or transfers, forming new entities or associations or utilizing any other device for the purpose of circumventing or otherwise avoiding the prohibitions set forth in Subparagraphs (a) and (b).
2. Upon Oakley's request, any third party with actual notice of this Order who is providing services for any of the Defaulting Defendants, or in connection with any of Defaulting

Defendants' Online Marketplaces, including, without limitation, any online marketplace platforms such as eBay Inc. ("eBay"), AliExpress, Alibaba Group Holding Ltd. ("Alibaba"), Amazon.com, Inc. ("Amazon"), ContextLogic Inc. d/b/a Wish.com ("Wish.com"), and Dhgate, (collectively, the "Third Party Providers") shall within ten (10) business days after receipt of such notice disable and cease displaying any advertisements used by or associated with Defaulting Defendants in connection with the sale of infringing goods using the Oakley Design.

3. Pursuant to 35 U.S.C. § 289, Oakley is awarded profits from each of the Defaulting Defendants for infringing use of the Oakley Design on products sold through at least the Defaulting Defendants' Online Marketplaces according to the below chart:

Defaulting Defendant Seller Aliases	Profit Award
3 period Store	\$250
Aliqite Cycling Store	\$250
camping cycling Store	\$250
CKFON OUTDOOR CO.,LT D Store	\$250
CoolMart Outdoor Store	\$1,767
KKY-Online Store	\$250
liang jialiang's store	\$250
MARTIN-FOX Store	\$292
My Fitness Equipment Store	\$250
NEENCA Store	\$14,229
Ninth World Fitness shop Store	\$250
on the way outdoor Store	\$465
Outdoor equipment experience Store	\$250
Outdoor personof the shop Store	\$250
Rankin Store	\$250
SNiMO Store	\$250
Traveler's spring Store	\$250
up the heartbeat Store	\$250
Uuyee Store	\$250
VV fishing Store	\$1,154
We Fun Store	\$483
Zichen Cycling Store	\$250
YLY riding Store	\$250

Aislent	\$2,150
boyandgirlfriend	\$29,279
Cake Bubble	\$801
DAMAIWANGLUOKEJI	\$272
FuYiHeng	\$250
GUOQIANH	\$250
HOUAIHUA	\$250
HUIHUIGO	\$250
ruoyijiqiren	\$250
SXQWSY	\$3,706
childrenm	\$250
ftiier	\$657
goodoutdoors	\$250
Live 4 Sports Store	\$1,224
qianshu33	\$250
sportoutdoor123	\$250
ouyangouyang	\$1,189
radton.liga	\$250

4. Oakley may serve this Order on Third Party Providers, including PayPal, Inc. (“PayPal”), eBay, Alipay, Alibaba, Ant Financial Services Group (“Ant Financial”), Wish.com, Dhgate, and Amazon Pay, by e-mail delivery to the e-mail addresses Oakley used to serve the Temporary Restraining Order on the Third Party Providers.
5. Any Third Party Providers holding funds for Defaulting Defendants, including PayPal, Alipay, Alibaba, Ant Financial, DHgate, and Amazon Pay, shall, within ten (10) business days of receipt of this Order, permanently restrain and enjoin any financial accounts connected to Defaulting Defendants’ Seller Aliases or Online Marketplaces from transferring or disposing of any funds, up to the above identified damages award, or other of Defaulting Defendants’ assets.
6. All monies, up to the above identified damages award, in Defaulting Defendants’ financial accounts, including monies held by Third Party Providers such as PayPal, eBay, Alipay, Alibaba, Ant Financial, Wish.com, Dhgate, and Amazon Pay, are hereby released

to Oakley as partial payment of the above-identified damages, and Third Party Providers, including PayPal, eBay, Alipay, Alibaba, Ant Financial, Wish.com, Dhgate, and Amazon Pay, are ordered to release to Oakley the amounts from Defaulting Defendants' financial accounts within ten (10) business days of receipt of this Order.

7. Until Oakley has recovered full payment of monies owed to it by any Defaulting Defendant, Oakley shall have the ongoing authority to serve this Order on Third Party Providers, including PayPal, eBay, Alipay, Alibaba, Ant Financial, Wish.com, Dhgate, and Amazon Pay, in the event that any new financial accounts controlled or operated by Defaulting Defendants are identified. Upon receipt of this Order, Third Party Providers, including PayPal, Alipay, Alibaba, Ant Financial, DHgate, and Amazon Pay, shall within ten (10) business days:
 - a. locate all accounts and funds connected to Defaulting Defendants' Seller Aliases and Online Marketplaces, including, but not limited to, any financial accounts connected to the information listed in Schedule A hereto, the e-mail addresses identified in Exhibit 2 to the Declaration of Jason Groppe, and any e-mail addresses provided for Defaulting Defendants by third parties;
 - b. restrain and enjoin such accounts or funds from transferring or disposing of any money or other of Defaulting Defendants' assets; and
 - c. release all monies, up to the above identified damages award, restrained in Defaulting Defendants' financial accounts to Oakley as partial payment of the above-identified damages within ten (10) business days of receipt of this Order.
8. In the event that Plaintiff identifies any additional online marketplaces or financial accounts owned by Defaulting Defendants, Plaintiff may send notice of any supplemental

proceeding to Defaulting Defendants by e-mail at the e-mail addresses identified in Exhibit 2 to the Declaration of Jason Groppe and any e-mail addresses provided for Defaulting Defendants by third parties.

9. The ten thousand dollar (\$10,000) surety bond posted by Plaintiff is hereby released to Plaintiff or its counsel, Greer, Burns & Crain, Ltd. The Clerk of the Court is directed to return the surety bond previously deposited with the Clerk of the Court to Plaintiff or its counsel.

This is a Final Judgment.

DATED: September 24, 2021

A handwritten signature in black ink, appearing to read 'Sharon Johnson Coleman', written over a horizontal line.

Sharon Johnson Coleman
United States District Judge

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Schedule A

No.	Seller Aliases
1	CKFON OUTDOOR CO.,LT D Store
3	Ninth World Fitness shop Store
5	Aliqite Cycling Store
7	We Fun Store
9	3 period Store
11	Zichen Cycling Store
13	SNiMO Store
15	VV fishing Store
17	Traveler's spring Store
19	camping cycling Store
21	KKY-Online Store
23	Outdoor equipment experience Store
25	SXQWSY
27	HUIHUIGO
29	Aislent
31	DAMAIWANGLUOKEJI
33	FuYiHeng
35	goodoutdoors
37	qianshu33
39	childrendm
41	DISMISSED
43	ouyangouyang

No.	Seller Aliases
2	liang jialiang's store
4	My Fitness Equipment Store
6	MARTIN-FOX Store
8	NEENCA Store
10	CoolMart Outdoor Store
12	Uuyee Store
14	Rankin Store
16	up the heartbeat Store
18	Outdoor personof the shop Store
20	on the way outdoor Store
22	YLY riding Store
24	ruoyijiqiren
26	GUOQIANH
28	HOUIHUA
30	boyandgirlfriend
32	Cake Bubble
34	Live 4 Sports Store
36	ftiier
38	sportoutdoor123
40	DISMISSED
42	DISMISSED
44	radton.liga

No.	Online Marketplaces
1	aliexpress.com/store/1817326
3	aliexpress.com/store/4658188
5	aliexpress.com/store/910439160
7	aliexpress.com/store/911355021
9	aliexpress.com/store/911761591
11	aliexpress.com/store/911792730
13	aliexpress.com/store/911835401
15	aliexpress.com/store/911883332
17	aliexpress.com/store/911928467
19	aliexpress.com/store/911936587

No.	Online Marketplaces
2	aliexpress.com/store/203953
4	aliexpress.com/store/910361079
6	aliexpress.com/store/910948005
8	aliexpress.com/store/911727067
10	aliexpress.com/store/911770668
12	aliexpress.com/store/911828351
14	aliexpress.com/store/911861104
16	aliexpress.com/store/911893198
18	aliexpress.com/store/911932522
20	aliexpress.com/store/911963003

No.	Online Marketplaces
21	aliexpress.com/store/912063869
23	aliexpress.com/store/912142059
25	amazon.com/sp?seller=A2O4H5LZP8IXVN
27	amazon.com/sp?seller=A3D4YZINSMIJ30
29	amazon.com/sp?seller=A3J99DKIKI W1T6
31	amazon.com/sp?seller=A9JHBGGM5FNL1
33	amazon.com/sp?seller=AV4JFNAUNSE1D
35	dhgate.com/store/20494958
37	dhgate.com/store/21161092
39	dhgate.com/store/21691145
41	DISMISSED
43	ebay.com/usr/ouyangouyang

No.	Online Marketplaces
22	aliexpress.com/store/912069790
24	amazon.com/sp?seller=A2HNNLWDM9LYUM
26	amazon.com/sp?seller=A2WRCDPX44O1M5
28	amazon.com/sp?seller=A3GUI2YJO87L7H
30	amazon.com/sp?seller=A3PIML6QMGKA12
32	amazon.com/sp?seller=A9LS0A53QPV4F
34	dhgate.com/store/20231890
36	dhgate.com/store/20597197
38	dhgate.com/store/21552471
40	DISMISSED
42	DISMISSED
44	ebay.com/usr/radton.liga